

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 21143996
Date Processed: 02/19/2020

Primary Contact: Sandra Adams
United Services Automobile Association
9800 Fredericksburg Rd
San Antonio, TX 78288-0002

Electronic copy provided to: Danielle Lopez
Griselda Mejia
Carmen Solis
Debra Brake
Ruby Esquivel

Entity:	United Services Automobile Association Entity ID Number 3692038
Entity Served:	United Services Automobile Association
Title of Action:	Kay Stephens vs. United Services Automobile Association
Matter Name/ID:	Kay Stephens vs. United Services Automobile Association (10034090)
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	Spokane County Superior Court, WA
Case/Reference No:	Not Shown
Jurisdiction Served:	Washington
Date Served on CSC:	02/18/2020
Answer or Appearance Due:	20 Days
Originally Served On:	WA Insurance Commissioner on 02/11/2020
How Served:	Certified Mail
Sender Information:	Kirk D. Miller 509-413-1494

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STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON



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OFFICE OF

INSURANCE COMMISSIONER

Certificate number **20369** is being issued to certify that the Insurance Commissioner of the State of Washington (OIC) has **ACCEPTED** service of process in the matter below.

Date Service of Process Accepted: 02/11/2020

Certificate Issued: 02/11/2020

Issued By: Schellie Schlessler 

Certificate Type: First Attempt

Certified Mailing Number: 70181130000183372784

Service Requested Upon: UNITED SERVICES AUTOMOBILE ASSOCIATION
MC – CSC1
300 Deschutes Way SW Suite 208
Tumwater, WA 98501 US

Authorized in Washington: Yes

Attorney Details: KIRK D MILLER
KIRK D MILLER PS
421 W RIVERSIDE AVE
SUITE 660
SPOKANE, WA 99201 US
509-495-1246
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Case Number:

Plaintiff: KAY STEPHENS, an individual, and all others similarly situated,

Defendant: UNITED SERVICES AUTOMOBILE ASSOCIATION, a Texas reciprocal inter-insurance exchange, and CCC INFORMATION SERVICES, INC., a Delaware Corporation,

Documents: SUMMONS
COMPLAINT - CLASS ACTION

Copies Sent To: KIRK D MILLER
UNITED SERVICES AUTOMOBILE ASSOCIATION

Insurance Commissioner
ACCEPTED SOP

FEB 11 2020

TIME: Sam

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE**

KAY STEPHENS, an individual, and all
others similarly situated,

Plaintiff,

vs.

UNITED SERVICES AUTOMOBILE
ASSOCIATION, a Texas reciprocal inter-
insurance exchange, and CCC
INFORMATION SERVICES, INC., a
Delaware Corporation,

Defendants.

Case No.:

SUMMONS

TO: THE CLERK OF THE COURT;

AND TO: UNITED SERVICES AUTOMOBILE ASSOCIATION, Defendant;

AND TO: CCC INFORMATION SERVICES, INC., Defendant

A lawsuit has been started against you in the above-entitled court by KAY STEPHENS, Plaintiff. The Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to this Complaint by stating your defenses in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons if served within the State of Washington, or within sixty (60) days after service, if served outside the State of Washington, excluding the date

SUMMONS - 1

Kirk D. Miller, P.S.
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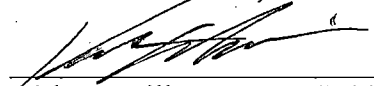
1 of service, or a default judgment may be entered against you without notice. A default judgment
2 is one where the Plaintiff is entitled to what he or she asks for because you have not responded.
3 If you serve a Notice of Appearance on the undersigned, you are entitled to notice before a
4 default judgment may be entered.

5 You may demand that the Plaintiff files this lawsuit with the court. If you do so, the
6 demand must be in writing and must be served upon the person signing this Summons. Within
7 fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the Court,
8 or the service on you of this Summons and Complaint will be void.


9 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
10 that your written response, if any, may be served on time. This Summons is issued pursuant to
11 Rule 4 of the Superior Court Civil Rules of the State of Washington.

12 DATED this 4th day of February, 2020.

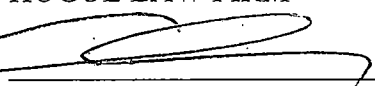
13 KIRK D. MILLER, P.S.

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32 *Attorney for Plaintiff*

SUMMONS - 2

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Insurance Commissioner
ACCEPTED SOP

FEB 11 2020

TIME: Sam

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

KAY STEPHENS, an individual, and all
others similarly situated,

Plaintiff,

vs.

UNITED SERVICES AUTOMOBILE
ASSOCIATION, a Texas reciprocal inter-
insurance exchange, and CCC
INFORMATION SERVICES, INC., a
Delaware Corporation,

Defendants.

Case No.:

COMPLAINT – CLASS ACTION

COMES NOW, Plaintiff Kay Stephens, by and through her undersigned attorneys of
record, Kirk D. Miller of *Kirk D. Miller, P.S.*; Brian G. Cameron of *Cameron Sutherland, PLLC*
and Christopher M. Hogue of *Hogue Law Firm*, alleges and claims against the above-named
Defendants as follows:

I. INTRODUCTION

COMPLAINT – CLASS ACTION - 1

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1.1. This action arises from Defendant United Services Automobile Association's ("USAA") systematic and extensive abuse of Washington law through its undervaluing and underpaying of claims to thousands of Washington consumers in total loss vehicle situations. USAA is an insurance company that is bound by law to process claims fairly and make their insureds whole after an accident. Under Washington's Unfair Claims Settlement Practices regulation, WAC 284-30-300 through 284-30-400, this means that USAA must pay the actual cash value of the total loss vehicle and is required to itemize and explain any additions or deductions to the consumer.

1.2 Instead of following Washington law, USAA systematically reduces claim values in total loss vehicle situations by applying a uniform “condition adjustment” on comparable vehicle values, which artificially and improperly reduces claim payments by hundreds or thousands of dollars on each claim. These “condition adjustments” are arbitrary, unjustified, unexplained, and un-itemized. USAA’s systematic abuse of Washington laws and regulations has harmed thousands of policyholders and consumers in the State of Washington, shortchanging them out of what is likely to amount to millions of dollars.

1.3 Defendant CCC Information Services, Inc. (“CCC”) prepares vehicle valuations for USAA to use when they pay out total loss vehicle claims in Washington. CCC’s vehicle valuations are likewise required to comply with Washington laws and regulations. Instead, CCC unlawfully conspires with USAA to undervalue total loss claims by furnishing arbitrary, unjustified, unexplained, and un-itemized condition adjustments for use in the claims handling process in Washington.

COMPLAINT – CLASS ACTION - 2

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1 4.6 But when Ms. Stephens and other USAA members needed USAA to stand by
2 them when their vehicles were totaled in car accidents, USAA abandoned those very same
3 members that they had promised to stand by.

4 4.7 Instead, USAA chose to place greater importance on profits than they did on the
5 value and well-being of their own members.

6 4.8 With Defendant CCC's assistance, USAA manipulated the numbers to
7 shortchange vulnerable Washington consumers, who were relying upon USAA to pay fair value
8 for their totaled vehicles so that they could buy a replacement vehicle.

9 4.9 CCC caters to the needs of insurance carriers like USAA, and as part of their
10 business provides vehicle valuation reports to insurance companies for total loss claim situations.

11 4.10 On its website, CCC recognizes that "[a]ccidents, especially those resulting in
12 total loss, can be traumatic for your customers [insureds]."

13 4.11 CCC promises that they give insureds "the confidence of knowing they're getting
14 a vehicle valuation based on verifiable data." They claim for insurers that their services will
15 "BOOST YOUR CUSTOMERS' CONFIDENCE". They also tout that they are a "trusted
16 solution".

17 4.12 Upon information and belief, pursuant to agreement, CCC provides USAA with
18 valuation reports for total loss vehicle situations.

19 4.13 These vehicle valuation reports apply arbitrary, unjustified, unexplained, and un-
20 itemized "condition adjustments" to the values of comparable vehicles in violation of
21 Washington laws and regulations.

1 4.14 USAA and CCC work in concert to create policies and provide lowball valuations
2 that cheat Washington USAA insureds out of hundreds or thousands of dollars that they are
3 entitled to.

4 **A. USAA and CCC's Uniform "Condition Adjustments" Systematically**
5 **Underpay Washington Consumers in Total Loss Vehicle Claims.**

6 4.15 WAC 284-30-300 through 284-30-400 define certain minimum standards which,
7 if violated with such frequency as to indicate a general business practice, will be deemed to
8 constitute unfair claims settlement practices. It is known as the "Unfair Claims Settlement
9 Practices" regulation.

10 4.16 For total loss vehicle claims under these regulations, USAA must base any cash
11 settlement offer on the "actual cash value of a comparable motor vehicle". WAC 284-30-391(2).

12 4.17 The "actual cash value" means the fair market value of the loss vehicle
13 immediately prior to the loss. WAC 284-30-320(1).

14 4.18 In the event of a total loss situation, USAA promises in its policy to pay the
15 insured the "actual cash value" at the time of loss.

16 4.19 For total loss claims, USAA must "[b]ase all offers on itemized and verifiable
17 dollar amounts for vehicles that are currently available, or were available within ninety days of
18 the date of loss, using appropriate deductions or additions for options, mileage, or condition
19 when determining comparability." WAC 284-30-391(4)(b).

20 4.20 For total loss claims, "[a]ny additions or deductions from the actual cash value
21 must be explained to the claimant and must be itemized showing specific dollar amounts". WAC
22 284-30-391(5)(d).

1 4.21 In all of these instances, USAA fails to offer and pay the actual cash value as
2 required by Washington law and regulations.

3 4.22 USAA bases its offers and payments on manipulated data and reports from CCC
4 that impose arbitrary and unexplained “condition adjustments” to artificially reduce the values of
5 comparable vehicles. This, in turn, artificially reduces the actual cash value that is offered or paid
6 out to the insured.

7 4.23 Upon information and belief, CCC and USAA collaborate in the creation of the
8 valuation report for each total loss vehicle.

9 4.24 Upon information and belief, for each total loss claim, USAA provides basic
10 information about the loss vehicle and its condition and configuration. CCC then populates the
11 report with prices of purportedly comparable vehicles it identified that recently sold or were for
12 sale in the geographic area of the insured, and then applies a downward condition adjustment to
13 the values of those comparable vehicles. CCC takes an active role in collecting valuation data on
14 comparable vehicles and then reducing those valuations to serve the economic interests of the
15 insurer. These reports and downward condition adjustments are arbitrary, unexplained,
16 unjustified, un-itemized, inconsistent, and contrary to Washington law.

17 4.25 Upon information and belief, USAA knew or should have known that CCC’s
18 application of condition adjustments to the values of comparable vehicles did not comply with
19 Washington law and results in deception, delays, and underpayments of motor vehicle total loss
20 claims.

21 4.26 Upon information and belief, USAA verifies the results of some or all of CCC’s
22 total loss valuations.

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1 4.27 Upon information and belief, CCC is aware that its total loss valuation method
2 does not comply with Washington law. CCC designs its products and services to serve the needs
3 of the insurance industry nationwide. But the business of insurance is state specific, and
4 Washington's total loss vehicle regulations expressly require itemization and explanations of
5 condition adjustments. CCC furnishes the valuation reports to USAA anyway for use in
6 Washington in order to further the economic interests of USAA at the expense of their insureds.

7 4.28 USAA offers each insured a claim settlement equivalent to the valuation found in
8 the CCC valuation report.

9 4.29 Under Washington law, "[i]nsurers are responsible for the accuracy of evaluations
10 to determine actual cash value." WAC 284-30-380(7). Thus, USAA is responsible for the
11 accuracy of CCC's vehicle valuations and any falsities or misrepresentations therein.

12 4.30 The CCC valuation reports reduce the estimated values of comparable vehicles,
13 citing a "condition adjustment", but fail to itemize or explain the basis for these condition
14 adjustments. The condition adjustments are arbitrary and unjustified. Even though each
15 comparable vehicle obviously has unique characteristics, the reports reduce the value of multiple
16 comparable vehicles by the exact same amount, down to the last dollar, without any itemization
17 or explanation for the amount. These arbitrary reductions bear no relation to the actual fair
18 market value of the comparable vehicles or the loss vehicle.

19 **B. USAA Underpaid the Total Loss Claim of Plaintiff Stephens.**

20 4.31 Plaintiff Stephens owned a 2006 Dodge Grand Caravan SXT that was damaged in
21 a motor vehicle accident on or about July 27, 2018 and determined to be a total loss.

22 4.32 Ms. Stephens made a claim with USAA for the total loss of her vehicle.

1 4.33 In the course of the settlement process of Ms. Stephen's total loss vehicle claim,
2 USAA provided Ms. Stephens with a couple of market valuation reports from CCC. USAA's
3 offers to Ms. Stephens were based upon these CCC valuation reports.

4 4.34 USAA first provided Ms. Stephens with a CCC valuation report that offered to
5 pay \$2,293.28 for her totaled vehicle.

6 4.35 In the first CCC valuation report provided to Ms. Stephens, CCC listed the values
7 of two comparable vehicles. The first comparable vehicle was a 2006 Dodge Grand Caravan
8 SXT located in Deer Park, WA at the Parkway Auto Center dealership. The second comparable
9 vehicle was a 2006 Dodge Caravan SE located in Spokane, WA at the Auto Nation Honda
10 Spokane dealership. CCC's valuation report applied a negative uniform condition adjustment of
11 \$771 to both comparable vehicles without itemizing or explaining the basis of the adjustment as
12 required by Washington law. The report reduced the amount of these comparable vehicles by
13 exactly the same amount, without any consideration and regardless of any individual differences
14 in the respective conditions of the vehicles.

15 4.36 USAA later provided Ms. Stephens with a second CCC valuation report that
16 offered to pay her \$2,634.77 for the totaled vehicle.

17 4.37 In the second CCC valuation report provided to Ms. Stephens, CCC again listed
18 the values of two comparable vehicles. The first comparable vehicle was still the same 2006
19 Dodge Grand Caravan SXT located in Deer Park, WA at the Parkway Auto Center dealership.
20 The second comparable vehicle was different, however. The second comparable vehicle in this
21 second report was now a 2006 Dodge Grand Caravan SXT located in Kalispell, MT at the Green
22 Hyundai dealership. CCC's valuation report applied a negative uniform condition adjustment of

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1 \$793 to both comparable vehicles without itemizing or explaining the basis of the adjustment as
2 required by Washington law. This second report reduced the amount of these comparable
3 vehicles by exactly the same amount, regardless of any individual differences in the respective
4 conditions of the vehicles. These blanket adjustments were arbitrary and unjustified, and resulted
5 in an underpayment of \$793 to Ms. Stephens.

6 4.38 Notably, both of the CCC reports provided to Ms. Stephens have the exact same
7 first comparable vehicle – the 2006 Dodge Grand Caravan in Deer Park, WA at the Parkway
8 Auto Center dealership. In the first report, CCC provides a negative condition adjustment of
9 \$771 to this comparable vehicle. And in the second report, CCC provides a negative condition
10 adjustment of \$793 for the exact same comparable vehicle. These different condition adjustments
11 for the exact same comparable vehicle further demonstrates that these adjustments are arbitrary,
12 unjustified, unexplained, un-itemized, and without basis under Washington law.

13 4.39 USAA tendered checks in the amount of \$2,634.77 for the totaled vehicle despite
14 Ms. Stephen's dispute of her vehicle valuation. During this period, the checks expired and were
15 canceled.

16 4.40 USAA later reissued a check for the totaled vehicle in the amount of \$2,365.52,
17 continuing its use of the negative condition adjustments of comparable vehicles and underpaying
18 Ms. Stephens.

19 4.41 USAA and CCC have acted with at least reckless disregard of the rights of others
20 by manipulating the numbers to settle total loss vehicle claims. USAA and CCC have devised
21 valuation methods that are unfair, misleading, inconsistent, and calculated to confuse and
22 deceive consumers in the settlement process.

23 COMPLAINT – CLASS ACTION - 10

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1 4.42 USAA and CCC's practices have cost consumers millions of dollars in losses as
2 their claims go underpaid. Meanwhile, USAA and CCC reap millions in wrongful profits by
3 betraying the trust of USAA insureds.

4 **V. CLASS ACTION ALLEGATIONS**

5 5.1 Plaintiff repeats, reiterates and incorporates the allegations contained in
6 paragraphs 1.1 through 4.42 with the same force and effect as if the same were set forth at length
7 herein.

8 5.2 Plaintiff brings all claims herein individually and as a class action (defined below)
9 pursuant to Rule of Civil Procedure 23.

10 5.3 The class consists of:

11 All individuals insured by USAA under a Washington private passenger vehicle
12 policy who, from the earliest allowable time to the date of judgment, received a
13 first-party total loss settlement or settlement offer based in whole or in part on the
price of comparable vehicles reduced by a "condition adjustment".

14 5.4 While the exact number of members cannot yet be determined, the class consists
15 at minimum of hundreds or thousands of persons located throughout the State of Washington.
16 The members of the class are therefore so numerous that joinder of all members is impracticable.
17 The exact number of class members can readily be determined by documents produced by the
18 Defendants.

19 5.5 There are questions of fact and law common to the class, including the following:

- 20 i. Whether the Defendants applied arbitrary, unexplained, or unitemized
condition adjustments to comparable vehicles to calculate the value of loss
21 vehicles;
22 ii. Whether, through the foregoing practice, USAA breached its contracts
with its insureds;

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- iii. Whether, through the foregoing practice, USAA committed a breach of the common law duty of good faith and fair dealing;
- iv. Whether, through the foregoing practice, USAA violated the Insurance Fair Conduct Act, RCW 48.30.010, *et seq.*;
- v. Whether, through the foregoing practice, USAA violated provisions of the Unfair Claims Settlement Practices regulation, WAC 284-30-300 through 284-30-400;
- vi. Whether, through the foregoing practice, Defendants violated the Consumer Protection Act, RCW 19.86, *et seq.*;
- vii. Whether, through the foregoing practice, CCC negligently supplied information for the guidance of others;
- viii. Whether, through the foregoing practice, CCC entered into an unlawful conspiracy with USAA;
- ix. Whether Defendants' use of improper condition adjustments to value loss vehicles caused injury to Plaintiff and the class;
- x. Whether Defendants' actions were unreasonable, frivolous, or unfounded;
- xi. Whether Defendants' actions were reckless, malicious, or willful;
- xii. Whether Plaintiff and the class are entitled to an award of compensatory damages;
- xiii. Whether Plaintiff and the class are entitled to an award of treble damages;
- xiv. Whether Plaintiff and the class are entitled to an award of attorney's fees and costs;
- xv. Whether Plaintiff and the class are entitled to declaratory and injunctive relief.

5.6 Plaintiff has the same claims as the members of the class. All of the claims are based upon the same factual and legal theories.

5.9 A class action is a superior method for the fair and efficient adjudication of this controversy.

5.11 The interest of the class members in individually controlling the presentation of separate claims against Defendants is small because of the time and expense necessary to conduct such litigation, the complexity of the litigation, and the relatively small amount of relief available to each member of the class.

VI. CAUSES OF ACTION

6.1 Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs 1.1 through 5.12 with the same force and effect as if the same were set forth at length herein.

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1 6.2 USAA's insurance contract provides for payment of the "actual cash value" of a
2 vehicle that is deemed a total loss.

3 6.3 USAA has materially breached its contracts with its policyholders by not offering
4 to settle and by not settling claims based upon the actual cash value of loss vehicles. USAA
5 departed from the use of actual cash values by basing their valuation and payment of the claim
6 on values of comparable vehicles that have been artificially reduced by an arbitrary and
7 unjustified "condition adjustment" that is not itemized or explained.

8 6.4 USAA's numerous breaches have resulted in a systematic failure to pay the actual
9 cash value of total loss vehicles as required by contract.

10 6.5 As a result of USAA's breaches and violations, Plaintiff and class members have
11 been damaged.

12 **SECOND CAUSE OF ACTION**
13 **(Breach of Implied Covenant of Good Faith and Fair Dealing – Defendant USAA)**

14 6.6 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
15 herein.

16 6.7 USAA owed Plaintiff and class members, as their insureds, a duty of good faith
17 and fair dealing at all times during the existence of the insurance contract and while providing
18 automobile insurance coverage, including when handling total loss claims for their insureds.

19 6.8 USAA purposefully, in bad faith and without regard to the rights of Plaintiff and
20 the class, failed to pay the actual cash value of total loss vehicles. USAA's actions breached the
21 insurance contract and were unreasonable, frivolous, and unfounded.

1 6.9 USAA's unfair acts and/or acts of bad faith include basing their valuation and
2 payment of claims on values of comparable vehicles that have been artificially reduced by an
3 arbitrary and unjustified "condition adjustment" that is not itemized or explained.

4 6.10 USAA breached the covenant of good faith and fair dealing with the
5 aforementioned conduct.

6 6.11 As a result of USAA's breach of the obligation of good faith and fair dealing,
7 Plaintiff and class members have been damaged.

8 **THIRD CAUSE OF ACTION**
9 **(Violation of Washington Consumer Protection Act, RCW 19.86 et seq.- All Defendants)**

10 6.12 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
11 herein.

12 6.13 Defendants' actions complained of herein are unfair or deceptive acts or practices
13 in the conduct of trade or commerce under the Washington State Consumer Protection Act.

14 6.14 Defendants unreasonably denied payment of benefits to Plaintiff and the class and
15 knowingly misrepresented the basis for their total loss valuations.

16 6.15 USAA failed to adopt and implement reasonable standards for the investigation of
17 claims. USAA failed to conduct a reasonable investigation regarding their claims payments.
18 USAA made false representations as to the characteristics and benefits of their total loss
19 coverage and insurance policies and represented that they were of a particular standard, quality,
20 or grade while knowing they were not.

21 6.16 CCC intentionally or negligently supplied false and misleading valuation data to
22 USAA for the guidance of USAA and their insureds in the settlement of total loss claims,

23 COMPLAINT – CLASS ACTION - 15

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1 knowing the information would be used for this purpose and that the insureds would see and rely
2 on CCC's comparables. CCC's recommended comparable valuations were false because they
3 included condition adjustments to the values of comparable vehicles that were unjustified,
4 arbitrary, un-itemized, and unexplained. These adjustments were false with no basis in fact
5 and/or resulted in false statements of value of the loss vehicle because they are contrary to
6 Washington law and should not have been applied. USAA provided and based offers on these
7 CCC reports to its insureds and is likewise responsible for the accuracy of the evaluations and
8 the unjustified, arbitrary, un-itemized, and unexplained condition adjustments that resulted.

9 6.17 Defendants' aforementioned conduct continues to occur in the course of their
10 business. Defendants' conduct is part of a general course of conduct repeated on thousands of
11 occasions, and thus has a significant impact on the public interest. Defendants' conduct injured
12 many persons, and Defendants' ongoing conduct has the capacity to continue to injure other
13 persons.

14 6.18 Defendants were engaged in the business of insurance, which affects the public
15 interest pursuant to RCW 48.01.030.

16 6.19 As a result of Defendants' actions, Plaintiff and class members suffered damages
17 or injury to their property or business.

18 **FOURTH CAUSE OF ACTION**
19 **(Civil Conspiracy - All Defendants)**

20 6.20 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
21 herein.
22

6.23 As a result of Defendants' actions, Plaintiff and class members incurred damages.

6.24 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth herein.

6.25 Plaintiff brings this cause of action for herself and the class seeking a declaration that, for those who maintain an auto insurance policy with USAA, it is a violation of Washington law and the insurance contract for all Defendants to base their valuation and/or payment of claims on values of comparable vehicles that have been artificially reduced by an arbitrary and unjustified "condition adjustment" that is not itemized or explained.

6.26 This Court has the power to declare the rights of said USAA policyholders and those who would be insured under such policies and who may suffer similar losses in the future, as well as those who have suffered valuation-related losses.

6.27 Plaintiff, for herself and on behalf of the class, seeks a declaration of rights under the USAA policy, and seeks a declaration of the rights and liabilities of the parties herein.

6.28 With respect to Defendants' continuing unlawful practices, Plaintiff has no plain, speedy, or adequate remedy at law, the interests of the parties favor an injunction, and an injunction is in the public interest. Plaintiff therefore seeks an order permanently enjoining all Defendants from basing their valuations and/or payments of claims on values of comparable vehicles that have been artificially reduced by an arbitrary and unjustified "condition adjustment" that is not itemized or explained.

VII. RELIEF REQUESTED

WHEREFORE, Plaintiff prays for judgment to be entered against Defendants as follows:

1. Certification of the above-defined class;
2. Appointment of Plaintiff as class representative and appointing the undersigned counsel to represent the class;
3. Declaratory and injunctive relief, including an injunction requiring Defendants to cease and desist from basing their valuation and payments of total loss vehicle claims on values of comparable vehicles that have been artificially reduced by an arbitrary and unjustified “condition adjustment” that is not itemized or explained;
4. For compensatory damages in an amount to be proven at trial;

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7. For interest on the above amounts as authorized by law; and

8. For such other relief as the Court deems just and equitable.

DATED this 9th day of February, 2020.

KIRK D. MILLER, P.S.

Kirk D. Miller, WSBA #40025
Attorney for Plaintiff

HOGUE LAW FIRM

Christopher M. Hogue, WSBA #48041
Attorney for Plaintiff

CAMERON SUTHERLAND, PLLC

Brian G. Cameron, WSBA #44905
Attorney for Plaintiff

COMPLAINT – CLASS ACTION - 19

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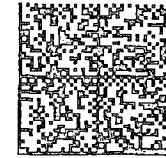
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